

# WHAT IF Y NOT EVERYTHING, INC.

## NON-COMPETE AGREEMENT

This non-compete agreement ("this agreement") is made effective as of \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ (Date) by and between What if Y not Everything, Inc. (the "protected party" or the  
"company") of 8 The Green STE A, Dover, Delaware 19901, and  
\_\_\_\_\_ (Name of Non-Competing Person or Entity) of  
\_\_\_\_\_ (Address) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code)

The protected party will or has disclose(d) proprietary information in connection with the protected party's attempt sale a franchise to the Non-Competing and comply with the regulations and laws that govern such transaction and in its ordinary case of business. In accordance with applicable law and the nature of such transaction the Non-competing party will have access to the Protected party's Franchise Disclosure Document, Operational Standards Manual and Operational Execution Manual, which contains intellectual property of the Protected party, and will have access to other confidential proprietary information, and for other good and valuable consideration, the Noncompeting party, the will agree not compete with the protected party's business or solicit the Protected Party's customers or employees.

### **Non Compete Covenant**

For a period of 10 years after the effective date of this agreement \_\_\_\_\_ (Name of Non Competing Party) will not directly or indirectly engage in any business that competes What if Y not Everything, Inc.

Directly or indirectly engaging in any competitive business includes, but is not limited to:

- Engaging in as owner, partner, or agent
- Becoming an employee of any third party that is engaged in such business
- Becoming interested directly or indirectly in any such business or
- Soliciting any customer or employee of

For the benefit of a third party that is engaged in such business, What if Y not Everything, Inc. agrees that this non-compete agreement will not adversely affect \_\_\_\_\_ livelihood.

### **Sole Discretion**

This non-disclosure agreement grants What if Y not Everything, Inc. sole discretion to determine whether the signer of this Agreement has violated any of the terms of this agreement and whether or not the signer is competing with What if Y not Everything, Inc. If signer is in violation of this agreement, such occurrence shall cause a forfeiture of the rights to operate a franchise and shall be a breach of contract which will nullify and cancel any franchise agreement that may be currently in effect and any other benefits that the signer may have been entitled to had the terms of this document would have been complied with.

### **Non-Solicitation Covenant**

For period of 10 year after the effective date of this Agreement \_\_\_\_\_ will not directly or indirectly solicit business from, or attempt to sell, license or provide the same or similar products or services as are now provided to any customer or client of What if Y not Everything, Inc., nor shall use What if Y not Everything, Inc.'s existing clients demographic and confidential information to solicit and provide quotes and / or transfer business to any competing entity. Further, for a period of 10 years after the effective date of this agreement, \_\_\_\_\_ will not directly or indirectly solicit, induce or attempt to induce or attempt to induce any employee of What if Y not Everything, Inc.

### **Confidentiality**

\_\_\_\_\_ will not at any time or in any manner either directly or indirectly, use for the personal benefit of divulge, disclose, or communicate in any manner any information that is proprietary to What if Y not Everything, Inc. The nature of information and the manner of disclosure are such that a reasonable person would understand it to be confidential. \_\_\_\_\_ will protect such information and treat it as strictly confidential.

### **Entire Agreement**

This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.

### **Severability**

The parties have attempted to limit the non compete provision so that it applies only to the extent necessary to protect legitimate business and property interest. If any provision of this Agreement shall be held to be invalid and unenforceable for any reason, the remaining provisions shall continue to be valid or enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

### **Injunction**

It is agreed that \_\_\_\_\_ violates the terms of this Agreement irreparable harm will occur, and money damages will be insufficient to compensate What if Y not Everything, Inc.. Therefore, What if Y not Everything, Inc. will be entitled to seek injunctive relief (I.e. a court order that requires comply with this Agreement. The prevailing party shall have the right to collect from the other party it's reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

### **Non-Piracy**

In exchange for the benefits promised in this Agreement and other valuable consideration, the Non-Competing Party agrees that for a period of five (5) years after the Non-Competing Party's execution of this agreement, including the expiration or non-renewal of this Agreement at the end of the Initial Term or any Renewal Term, the Non-Competing Party will not, directly or indirectly, solicit, divert from the Company or transact business with any "Customer" of the Company with whom the Non-Competing Party had "Material Contact" prior to Non-Competing Party's execution of this agreement or about whom

the Non-Competing Party obtained information not known generally to the public, if the purpose of such solicitation, diversion or transaction is to provide products or services that are the same as or substantially similar to those offered by the Company at the time the Non-Competing Party's obligation under this agreement commences. "Material Contact" means that the Non-Competing Party personally communicated with the Customer, either orally, in writing or any other method of communication unstated or not currently known or in existence, for the purpose of providing, offering to provide or assisting in providing products or services of or substantially similar to the Company. "Customer" means any person or entity with whom the Company had a depository or other contractual relationship, pursuant to which the Company provided products or services within five (5) years prior to the expiration of the Non-Competing Party's obligation under this agreement.

**Non-Disparagement**

The Non-Competing Party shall refrain, both during and indefinitely after the Non-Competing Party's obligation under this agreement has commenced or ceased, from publishing any oral or written statements about the Company or any of the Company's board of trustees, equity holders, members, shareholders, managers, officers, employees, consultants, agents or representatives that (i) are slanderous, negative, libelous or defamatory; or (ii) place the Company or any of its trustees, managers, officers, employees, consultants, agents or representatives in a negative and / or false light before the public. A violation or threatened violation of this prohibition may be enjoined by the courts. The rights afforded the Company under this provision are in addition to any and all rights and remedies otherwise afforded by law.

**Applicable Law**

This Agreement shall be governed by the laws of the State of Delaware.

**Conflict Resolution**

In the event of a dispute between the parties, The parties hereby agree to use the Chancery of Court of Delaware as the venue. The parties hereby also agree that the prevailing party shall be entitled to reasonable attorney fees and costs incurred as a result of the dispute.

**Signatories**

**This Agreement shall be signed by \_\_\_\_\_ on behalf of \_\_\_\_\_ and by Shakeem Durden, CEO, on behalf of What if Y not Everything, Inc.. This Agreement is effective as of the date first above written.**

**PROTECTED PARTY:  
What if Y not Everything, Inc.**

**By: \_\_\_\_\_  
Shakeem Durden  
CEO**

**NON-COMPETING PARTY**

**Entity:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_